

## STATE-LOCAL ASSISTANCE AGREEMENT STATE HOMELAND SECURITY PROGRAM

This agreement between the State of Montana State Administrative Agency (SAA) and the County of Yellowstone will be effective on the date signed by the state and the applicant. It shall apply to all State Homeland Security Program funds provided by or through the state from EMW-2016-SS-00006 to the applicant for the purpose of the Yellowstone County Interoperable Communications project.

The designated representative of the applicant certifies that:

1. He/she has legal authority to apply for assistance on behalf of the applicant.
2. The applicant will appoint by resolution/letter an Applicant's Local Agent to act on the jurisdiction's behalf and will establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative.
3. The applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state Homeland Security assistance.
4. The applicant agrees to provide any necessary local share of funding for completion of the project if there is a cost over-run.
5. Any local cost share funding will be available within the specified time prior to grant expiration.
6. The applicant will use State Homeland Security Program funds solely for the purposes for which these funds are provided and as approved by the SAA to include utilizing qualified and experienced contractors.
7. The applicant will give state and federal agencies designated by the SAA access to and the right to examine all records and documents related to use of State Homeland Security Program funds.
8. The applicant will return to the state, within 15 days of such request by the SAA any funds which are not supported by audit or other federal or state review of documentation maintained by the applicant or which are deemed in excess and subject to de-obligation.
9. The applicant will comply with all applicable codes and standards as it pertains to this project and agrees to provide any ongoing future maintenance for this project as appropriate.
10. The applicant will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services.
11. The applicant will begin project work within 30 days of award of the sub-grant and complete all items of work prior to 9/30/2017 unless an exception is granted by MT DES to extend the time frame.
12. The applicant will comply with all federal and state statutes and regulations relating to non-discrimination.
13. The applicant will comply with the provisions of the Hatch Act (Revised) limiting the political activities of public employees.
14. If participating, the applicant will comply with all National Flood Insurance Program requirements.

15. The applicant will not enter into cost-plus-percentage-of-cost contracts for completion of State Homeland Security Program Projects.
16. The applicant will not enter into contracts for which payment is contingent upon receipt of state or local funds.
17. The applicant will not enter into any contract with any party that is disbarred or suspended from participating in federal assistance programs.
18. The applicant will comply with one of the following (as appropriate for the type of applicant) for all audit requirements: OMB CIRCULAR NO. A-128 (Single Audit Act); or A-133 (for Private Non-profit Organizations); or 7 CFR Ch. XVII Subpart B-REA Audit Requirements Subsection 1773(d).
19. The applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
20. The State reserves the right to withhold 10% (if deemed necessary to ensure project completion) of the total Federal Funds until the project is complete and approved by the SAA/DHS.
21. Either the State as Grantee and or the Sub-grantee may terminate this sub-grant award by giving the other party 30 calendar days formal written notice prior to the effective date of termination.
22. The applicant will provide accrual documentation as required of all sub recipients by the Montana Department of Administration, State Financial Services Division. Accruals must be submitted no later than the second week of June, or as instructed by the State Administrative Agency (MTDES).

SIGNED FOR THE APPLICANT:

Name:  
Title:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SIGNED FOR THE STATE:

Delila Bruno  
Administrator, MT DES

*Delila Bruno*  
\_\_\_\_\_  
Signature

*9-29-16*  
\_\_\_\_\_  
Date